

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA	*	CRIMINAL NO: 07-299
v.	*	SECTION: "B"
DARYL ODOM	*	VIOLATION: 18 U.S.C. §1341
*	*	*

FACTUAL BASIS

Should this matter proceed to trial, the Government would produce the following competent testimony and evidence:

A representative from the New Orleans Police Department (hereinafter "NOPD") would testify that on or about June 29, 2005, DARYL ODOM, was an officer with NOPD. The representative would testify and documents would be offered to show that on or about July 10, 2005, the defendant, DARYL ODOM, submitted a request to receive workers' compensation indemnity benefits for an injury he claimed to have sustained on June 29, 2005, while at the NOPD firing range.

A representative of Canon Cochran Management Services, Inc. (hereinafter referred to as "CCMSI") would testify that CCMSI had a contract with the City of New Orleans to evaluate, manage, and process workers' compensation claims for the NOPD. The representative of

CCMSI would testify and documents would be offered to show that the defendant, DARYL ODOM, was eligible to receive workers' compensation indemnity benefits as a result of the June 29, 2005 injury. The defendant, DARYL ODOM, was considered to have a temporary total disability excluding him from all duties as a law enforcement officer. Testimony would be given and documents would be offered to show that for the time period beginning on or about June 29, 2005 until on or about September 13, 2005, the defendant, DARYL ODOM, was eligible to receive workers' compensation benefits.

A representative from NOPD would be called to testify that from on or about September 13, 2005 and continuing to on or about October 10, 2005, the defendant, DARYL ODOM, voluntarily reported back to active duty at NOPD. As a result of the defendant DARYL ODOM's return to work, he was not eligible to receive workers' compensation benefits.

A representative from CCMSI would be called to testify that in November of 2005, the defendant, DARYL ODOM, contacted CCMSI and requested that his workers' compensation benefits be paid because he remained unable to work due to the June 2005 injury. A representative of CCMSI would testify that on or about February 3, 2006, the defendant, DARYL ODOM, went to the offices of CCMSI in New Orleans, Louisiana, and completed workers' compensation 1020 forms for the months of October, November, and December of 2005, and January of 2006 in which he indicated that from on or about October 11, 2005 and continuing to on or about January 31, 2006, he was not self-employed or involved in any business enterprise. The worker's compensation 1020 forms completed by the defendant, DARYL ODOM, for October 2005 through January 2006 would be offered into evidence. A representative from CCMSI would testify that as a result of the defendant DARYL ODOM's representations on each

of the four workers' compensation 1020 forms, CCMSI prepared a check for \$10,324.29 made payable to the defendant, DARYL ODOM, and sent it to him through the United States mail to his residence at 2297 Mercedes Boulevard, New Orleans, LA, 70114. The \$10,324.29 check from CCMSI would be offered to show that the defendant, DARYL ODOM, negotiated the check on or about February 7, 2006. A representative from CCMSI would testify that \$7,008.00 of the check was payment for the time period starting October 11, 2005 through January 30, 2006.

A representative from CCMSI would be called to testify that the defendant, DARYL ODOM, subsequently completed workers' compensation 1020 forms for the months of February, March, and April of 2006 in which he indicated that he had not been self-employed or involved in any business enterprise. The worker's compensation 1020 forms completed by the defendant, DARYL ODOM, for February 2006 through April 2006 would be offered into evidence. A representative from CCMSI would testify that as a result of the defendant DARYL ODOM's representations on each of the three workers' compensation 1020 forms, CCMSI prepared a check for \$5,568.86 made payable to the defendant, DARYL ODOM, and sent it to him through the United States mail to his residence at 2297 Mercedes Boulevard, New Orleans, LA, 70114. The \$5,568.86 check from CCMSI would be offered to show that the defendant, DARYL ODOM, negotiated the check on or about May 15, 2006. A representative from CCMSI would testify that \$1,752.00 of the check was payment for the time period February 1, 2006 through March 3, 2006.

Chet Ballex and Frank Milanese would testify that for a time period beginning on or about October 2005 and continuing through March 2006, they each hired and paid the defendant,

DARYL ODOM, as a contractor to repair and direct the repair of their hurricane-damaged homes. Chet Ballex and Frank Milanese would testify, and bank records would be offered to show that the defendant, DARYL ODOM, was paid for the repairs he and his crew made to their homes.

The above facts would have been proven beyond a reasonable doubt by credible testimony of fact witnesses and documentary evidence.

EMILY K. GREENFIELD (LA Bar No. 28587)
ASSISTANT UNITED STATES ATTORNEY

DYLAN UTLEY (LA Bar No. 27894)
COUNSEL FOR DEFENDANT

DARYL ODOM
DEFENDANT

November 14, 2007